

|                                 |  |                               |   |
|---------------------------------|--|-------------------------------|---|
| <i>SERFF Tracking Number:</i>   | <i>QBEC-126539146</i>  | <i>State:</i>                 | <i>Arkansas</i>   |
| <i>Filing Company:</i>          | <i>QBE Insurance Corporation</i>                                     | <i>State Tracking Number:</i> | <i>45177</i>  |
| <i>Company Tracking Number:</i> | <i>09-219-004-HLTH-AR</i>  |                               |   |
| <i>TOI:</i>                     | <i>H03I Individual Health - Accidental Death &amp; Dismemberment</i> | <i>Sub-TOI:</i>               | <i>H03I.000 Health - Accidental Death &amp; Dismemberment</i> |
| <i>Product Name:</i>            | <i>Individual Specified Accident Insurance Policy</i>                |                               |   |
| <i>Project Name/Number:</i>     | <i>/09-219-004-HLTH-AR</i>   |                               |   |

## Filing at a Glance

Company: QBE Insurance Corporation

Product Name: Individual Specified Accident Insurance Policy      SERFF Tr Num: QBEC-126539146      State: Arkansas

TOI: H03I Individual Health - Accidental Death & Dismemberment      SERFF Status: Closed-Approved-Closed      State Tr Num: 45177

Sub-TOI: H03I.000 Health - Accidental Death & Co Tr Num: 09-219-004-HLTH-AR      State Status: Approved-Closed

Filing Type: Form/Rate

Author: Ron Haughton

Reviewer(s): Rosalind Minor

Date Submitted: 03/15/2010

Disposition Date: 03/29/2010

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number: 09-219-004-HLTH-AR

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 03/29/2010

Explanation for Other Group Market Type:

State Status Changed: 03/29/2010

Deemer Date:

Created By: Ron Haughton

Submitted By: Ron Haughton

Corresponding Filing Tracking Number:

Filing Description:

Please refer to the attached filing cover letter.

## Company and Contact

### Filing Contact Information

Ronald Haughton, Senior Compliance Analyst      RHaughton@QBEUSA.com

SERFF Tracking Number: QBEC-126539146 State: Arkansas  
 Filing Company: QBE Insurance Corporation State Tracking Number: 45177  
 Company Tracking Number: 09-219-004-HLTH-AR  
 TOI: H03I Individual Health - Accidental Death & Sub-TOI: H03I.000 Health - Accidental Death & Dismemberment  
 Dismemberment  
 Product Name: Individual Specified Accident Insurance Policy  
 Project Name/Number: /09-219-004-HLTH-AR

88 Pine Street 212-894-7772 [Phone]  
 Wall Street Plaza 212-894-7821 [FAX]  
 New York, NY 10005

**Filing Company Information**

QBE Insurance Corporation CoCode: 39217 State of Domicile: Pennsylvania  
 88 Pine Street - 16th Floor Group Code: 796 Company Type:  
 New York, NY 10005 Group Name: QBE Insurance State ID Number:  
 Group  
 (212) 422-9888 ext. [Phone] FEIN Number: 22-2311816

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**Filing Fees**

Fee Required? Yes  
 Fee Amount: \$100.00  
 Retaliatory? No  
 Fee Explanation: \$50.00 for the filing and review of a new accident & health policy/contract, endorsements, certificate, riders and application.  
 \$50.00 for the filing and review of a new accident and health rate filing.  
 Per Company: No

| COMPANY                   | AMOUNT   | DATE PROCESSED | TRANSACTION # |
|---------------------------|----------|----------------|---------------|
| QBE Insurance Corporation | \$100.00 | 03/15/2010     | 34856083      |

SERFF Tracking Number: QBEC-126539146 State: Arkansas  
 Filing Company: QBE Insurance Corporation State Tracking Number: 45177  
 Company Tracking Number: 09-219-004-HLTH-AR  
 TOI: H03I Individual Health - Accidental Death & Dismemberment Sub-TOI: H03I.000 Health - Accidental Death & Dismemberment  
 Product Name: Individual Specified Accident Insurance Policy  
 Project Name/Number: /09-219-004-HLTH-AR

## Correspondence Summary

### Dispositions

| Status          | Created By     | Created On | Date Submitted |
|-----------------|----------------|------------|----------------|
| Approved-Closed | Rosalind Minor | 03/29/2010 | 03/29/2010     |

### Objection Letters and Response Letters

| Objection Letters         |                |            |                | Response Letters |            |                |
|---------------------------|----------------|------------|----------------|------------------|------------|----------------|
| Status                    | Created By     | Created On | Date Submitted | Responded By     | Created On | Date Submitted |
| Pending Industry Response | Rosalind Minor | 03/19/2010 | 03/19/2010     | Ron Haughton     | 03/24/2010 | 03/24/2010     |

### Filing Notes

| Subject             | Note Type        | Created By   | Created On | Date Submitted |
|---------------------|------------------|--------------|------------|----------------|
| Filing Cover Letter | Note To Reviewer | Ron Haughton | 03/15/2010 | 03/15/2010     |

*SERFF Tracking Number:* QBEC-126539146      *State:* Arkansas  
*Filing Company:* QBE Insurance Corporation      *State Tracking Number:* 45177  
*Company Tracking Number:* 09-219-004-HLTH-AR  
*TOI:* H03I Individual Health - Accidental Death &      *Sub-TOI:* H03I.000 Health - Accidental Death &  
Dismemberment      Dismemberment  
*Product Name:* Individual Specified Accident Insurance Policy  
*Project Name/Number:* /09-219-004-HLTH-AR

## **Disposition**

Disposition Date: 03/29/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: QBEC-126539146 State: Arkansas  
 Filing Company: QBE Insurance Corporation State Tracking Number: 45177  
 Company Tracking Number: 09-219-004-HLTH-AR  
 TOI: H03I Individual Health - Accidental Death & Dismemberment Sub-TOI: H03I.000 Health - Accidental Death & Dismemberment  
 Product Name: Individual Specified Accident Insurance Policy  
 Project Name/Number: /09-219-004-HLTH-AR

| Schedule            | Schedule Item   | Schedule Item Status | Public Access |
|---------------------|---|----------------------|---------------|
| Supporting Document | Flesch Certification  | Approved-Closed      | Yes           |
| Supporting Document | Application   | Approved-Closed      | Yes           |
| Supporting Document | Health - Actuarial Justification                                    | Approved-Closed      | No            |
| Supporting Document | Outline of Coverage   | Approved-Closed      | Yes           |
| Supporting Document | Filing Cover Letter   | Approved-Closed      | Yes           |
| Form                | Policy Cover and Table of Contents                                  | Approved-Closed      | Yes           |
| Form                | Schedule of Benefits  | Approved-Closed      | Yes           |
| Form (revised)      | General Definitions   | Approved-Closed      | Yes           |
| Form                | General Definitions   | Replaced             | Yes           |
| Form                | Effective Date and Termination Provisions                           | Approved-Closed      | Yes           |
| Form                | Exclusions  | Approved-Closed      | Yes           |
| Form                | Claim Provisions  | Approved-Closed      | Yes           |
| Form                | General Provisions  | Approved-Closed      | Yes           |
| Form                | Accident Indemnity Benefits   | Approved-Closed      | Yes           |
| Form                | Application for Individual Specified Accident Insurance             | Approved-Closed      | Yes           |
| Form                | General Amendment   | Approved-Closed      | Yes           |
| Form                | Individual Specified Accident Coverage Required Outline of Coverage | Approved-Closed      | Yes           |

SERFF Tracking Number: QBEC-126539146 State: Arkansas  
Filing Company: QBE Insurance Corporation State Tracking Number: 45177  
Company Tracking Number: 09-219-004-HLTH-AR  
TOI: H03I Individual Health - Accidental Death & Sub-TOI: H03I.000 Health - Accidental Death &  
Dismemberment Dismemberment  
Product Name: Individual Specified Accident Insurance Policy  
Project Name/Number: /09-219-004-HLTH-AR

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 03/19/2010  
Submitted Date 03/19/2010

Respond By Date

Dear Ronald Haughton,

This will acknowledge receipt of the captioned filing.

Objection 1

- General Definitions, SAC-09-1200.00 (Form)

Comment:

Your definition of Accident does not comply with our Rule and Regulation 18, Section 5D. Please adjust your definition to comply with the Rule and Reg.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 03/24/2010  
Submitted Date 03/24/2010

Dear Rosalind Minor,

### Comments:

Thank you for responding. Our correction to the deficiency indicated in your letter appears below.

### Response 1

Comments: The definition of Covered Accident has been revised. Please refer to the attached Form Schedule Item Change for the revision.

### Related Objection 1

Applies To:

SERFF Tracking Number: QBEC-126539146 State: Arkansas  
 Filing Company: QBE Insurance Corporation State Tracking Number: 45177  
 Company Tracking Number: 09-219-004-HLTH-AR  
 TOI: H03I Individual Health - Accidental Death & Dismemberment Sub-TOI: H03I.000 Health - Accidental Death & Dismemberment  
 Product Name: Individual Specified Accident Insurance Policy  
 Project Name/Number: /09-219-004-HLTH-AR

- General Definitions, SAC-09-1200.00 (Form)  
 Comment:

Your definition of Accident does not comply with our Rule and Regulation 18, Section 5D. Please adjust your definition to comply with the Rule and Reg.

**Changed Items:**

No Supporting Documents changed.

**Form Schedule Item Changes**

| Form Name               | Form Number    | Edition Date | Form Type   | Action  | Action Specific Data | Readability Score | Attach Document    |
|-------------------------|----------------|--------------|---|---------|----------------------|-------------------|--------------------|
| General Definitions     | SAC-09-1200.04 |              | Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider | Initial |                      | 50.800            | SAC-09-1200.04.pdf |
| <b>Previous Version</b> |                |              |   |         |                      |                   |                    |
| General Definitions     | SAC-09-1200.00 |              | Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider | Initial |                      | 50.800            | SAC-09-1200.00.pdf |

No Rate/Rule Schedule items changed.

We trust that you find our correction satisfactory. Thank you again for reviewing our filing.

Sincerely,  
 Ron Haughton

*SERFF Tracking Number:* QBEC-126539146      *State:* Arkansas  
*Filing Company:* QBE Insurance Corporation      *State Tracking Number:* 45177  
*Company Tracking Number:* 09-219-004-HLTH-AR  
*TOI:* H03I Individual Health - Accidental Death &      *Sub-TOI:* H03I.000 Health - Accidental Death &  
Dismemberment      Dismemberment  
*Product Name:* Individual Specified Accident Insurance Policy  
*Project Name/Number:* /09-219-004-HLTH-AR

**Note To Reviewer**

**Created By:**

Ron Haughton on 03/15/2010 10:14 AM

**Last Edited By:**

Rosalind Minor

**Submitted On:**

03/29/2010 02:29 PM

**Subject:**

Filing Cover Letter

**Comments:**

The filing cover letter incorrectly shows the lead policy form number as SAC-09-1000.26. The correct form number is SAC-09-1000.00.

SERFF Tracking Number: QBEC-126539146 State: Arkansas  
 Filing Company: QBE Insurance Corporation State Tracking Number: 45177  
 Company Tracking Number: 09-219-004-HLTH-AR  
 TOI: H03I Individual Health - Accidental Death & Sub-TOI: H03I.000 Health - Accidental Death & Dismemberment  
 Product Name: Individual Specified Accident Insurance Policy  
 Project Name/Number: /09-219-004-HLTH-AR

## Form Schedule

Lead Form Number: SAC-09-1000.00

| Schedule Item                 | Form Number    | Form Type Form Name  | Action  | Action Specific Data | Readability | Attachment         |
|-------------------------------|----------------|--|---------|----------------------|-------------|--------------------|
| Approved-Closed<br>03/29/2010 | SAC-09-1000.00 | Policy/Cont Policy Cover and<br>ract/Fratern Table of Contents<br>al<br>Certificate  | Initial |                      | 50.800      | SAC-09-1000.00.pdf |
| Approved-Closed<br>03/29/2010 | SAC-09-1100.00 | Policy/Cont Schedule of Benefits<br>ract/Fratern<br>al<br>Certificate:<br>Amendmen<br>t, Insert<br>Page,<br>Endorseme<br>nt or Rider       | Initial |                      | 50.800      | SAC-09-1100.00.pdf |
| Approved-Closed<br>03/29/2010 | SAC-09-1200.04 | Policy/Cont General Definitions<br>ract/Fratern<br>al<br>Certificate:<br>Amendmen<br>t, Insert<br>Page,<br>Endorseme<br>nt or Rider        | Initial |                      | 50.800      | SAC-09-1200.04.pdf |
| Approved-Closed<br>03/29/2010 | SAC-09-1300.00 | Policy/Cont Effective Date and<br>ract/Fratern Termination<br>al Provisions<br>Certificate:<br>Amendmen<br>t, Insert<br>Page,<br>Endorseme | Initial |                      | 50.800      | SAC-09-1300.00.pdf |

|   |   |                               |   |
|---|---|-------------------------------|---|
| <i>SERFF Tracking Number:</i>                     | <i>QBEC-126539146</i>   | <i>State:</i>                 | <i>Arkansas</i>   |
| <i>Filing Company:</i>                            | <i>QBE Insurance Corporation</i>  | <i>State Tracking Number:</i> | <i>45177</i>  |
| <i>Company Tracking Number:</i>                   | <i>09-219-004-HLTH-AR</i>   |                               |   |
| <i>TOI:</i>                                       | <i>H031 Individual Health - Accidental Death &amp; Dismemberment</i>  | <i>Sub-TOI:</i>               | <i>H031.000 Health - Accidental Death &amp; Dismemberment</i> |
| <i>Product Name:</i>                              | <i>Individual Specified Accident Insurance Policy</i>   |                               |   |
| <i>Project Name/Number:</i>                       | <i>/09-219-004-HLTH-AR</i>  |                               |   |
| Approved- SAC-09-<br>Closed 1500.00<br>03/29/2010 | Policy/Cont Exclusions<br>rict/Fratern<br>al<br>Certificate:<br>Amendmen<br>t, Insert<br>Page,<br>Endorseme<br>nt or Rider                  | Initial                       | 50.800 SAC-09-<br>1500.00.pdf                                 |
| Approved- SAC-09-<br>Closed 1600.00<br>03/29/2010 | Policy/Cont Claim Provisions<br>rict/Fratern<br>al<br>Certificate:<br>Amendmen<br>t, Insert<br>Page,<br>Endorseme<br>nt or Rider            | Initial                       | 50.800 SAC-09-<br>1600.00.pdf                                 |
| Approved- SAC-09-<br>Closed 1800.04<br>03/29/2010 | Policy/Cont General Provisions<br>rict/Fratern<br>al<br>Certificate:<br>Amendmen<br>t, Insert<br>Page,<br>Endorseme<br>nt or Rider          | Initial                       | 50.800 SAC-09-<br>1800.04.pdf                                 |
| Approved- SAC-09-<br>Closed 2100.00<br>03/29/2010 | Policy/Cont Accident Indemnity<br>rict/Fratern Benefits<br>al<br>Certificate:<br>Amendmen<br>t, Insert<br>Page,<br>Endorseme<br>nt or Rider | Initial                       | 50.800 SAC-09-<br>2100.00.pdf                                 |

|   |   |                               |   |
|---|---|-------------------------------|---|
| <i>SERFF Tracking Number:</i>                     | <i>QBEC-126539146</i>   | <i>State:</i>                 | <i>Arkansas</i>   |
| <i>Filing Company:</i>                            | <i>QBE Insurance Corporation</i>  | <i>State Tracking Number:</i> | <i>45177</i>  |
| <i>Company Tracking Number:</i>                   | <i>09-219-004-HLTH-AR</i>   |                               |   |
| <i>TOI:</i>                                       | <i>H03I Individual Health - Accidental Death &amp; Dismemberment</i>  | <i>Sub-TOI:</i>               | <i>H03I.000 Health - Accidental Death &amp; Dismemberment</i> |
| <i>Product Name:</i>                              | <i>Individual Specified Accident Insurance Policy</i>   |                               |   |
| <i>Project Name/Number:</i>                       | <i>/09-219-004-HLTH-AR</i>  |                               |   |
| Approved- SAC-09-<br>Closed 5000.04<br>03/29/2010 | Application/ Application for<br>Enrollment Individual Specified<br>Form Accident Insurance<br>Policy/Cont General Amendment Initial<br>ract/Fraternal | Initial                       | 52.200  |
| Approved- SAC-09-<br>Closed 4000.00<br>03/29/2010 | Certificate:<br>Amendmen<br>t, Insert<br>Page,<br>Endorseme<br>nt or Rider  | Initial                       | 61.500  |
| Approved- SAC-09-<br>Closed 6000.04<br>03/29/2010 | Outline of Individual Specified<br>Coverage Accident Coverage<br>Required Outline of<br>Coverage  | Initial                       | 50.100  |
|   |   |                               | SAC-09-<br>5000.04.pdf  |
|   |   |                               | SAC-09-<br>4000.00.pdf  |
|   |   |                               | SAC-09-<br>6000.04.pdf  |



# QBE INSURANCE CORPORATION

*Administrative Office*  
Wall Street Plaza, 88 Pine Street, 16<sup>th</sup> Floor  
New York, NY 10005

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**POLICYHOLDER:** {John Q. Smith}  
**POLICY NUMBER:** {XXX123456}  
**POLICY EFFECTIVE DATE:** {December 3, 2008}  
**POLICY ISSUE DATE:** {December 1, 2008}  
**POLICY PREMIUM** {\$200}  
**STATE OF ISSUE:** {Florida}

QBE Insurance Corporation, herein called the Company or We, Us or Our, in consideration of the Application for this Policy and the timely payment of Premiums, agrees, subject to the terms and conditions of the Policy, to insure the Policyholder.

This Policy describes the terms and conditions of insurance. It goes into effect, subject to its applicable terms and conditions, at 12:01 AM on the Policy Effective Date shown above, at the Policyholder's address. It will remain in effect for the duration of the Policy Term.

This Policy terminates at the end of the Policy Term. The laws of the State of Issue shown above govern this Policy.

We and the Policyholder agree to all of the terms of this Policy.

IN WITNESS WHEREOF QBE Insurance Corporation has caused this Policy to be executed on its Issue Date, to take effect on the Effective Date.

Stephen Fitzpatrick, President

Peter T. Maloney, Corporate Counsel &  
Corporate Secretary

• **INDIVIDUAL SPECIFIED ACCIDENT INSURANCE POLICY** •  
• **NON-PARTICIPATING** •

**THIS POLICY PAYS INDEMNITY BENEFITS FOR SPECIFIC LOSSES FROM SPECIFIED ACCIDENTS ONLY. IT DOES NOT PAY BENEFITS FOR SICKNESS**

## **TABLE OF CONTENTS**

Policy Schedule

General Definitions

Effective Date and Termination Provisions

Exclusions

Claim Provisions

General Provisions

Accident Indemnity Benefits

## POLICY SCHEDULE

---

This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the policy provisions carefully.

**Covered Procedure:** {Surgical Arthroscopy – Left Knee}

**Scheduled Date of Covered Procedure:** {December 3, 2008}

**Name and Address of Hospital where Covered Procedure**

**Is to be Performed:** {Metropolitan Surgical Center,  
1234 Lakeland Drive, Jacksonville, FL 32201}

### ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Principal Sum { \$50,000 to \$1,000,000 }

#### Schedule of Covered Losses

| <b>Covered Loss</b>                          | <b>Benefit</b>             |
|--|----------------------------|
| [Loss of Life                                | 100% of the Principal Sum] |
| [Loss of Two or More Hands or Feet           | 75% of the Principal Sum]  |
| [Loss of Sight of Both Eyes                  | 75% of the Principal Sum]  |
| [Loss of Sight in One Eye                    | 50% of the Principal Sum]  |
| [Quadriplegia, Triplegia or Paraplegia       | 100% of the Principal Sum] |
| [Hemiplegia                                  | 75% of the Principal Sum]  |
| [Uniplegia                                   | 50% of the Principal Sum]  |
| [Brain Damage                                | 100% of the Principal Sum] |
| [Loss of Both Hands or Feet                  | 75% of the Principal Sum]  |
| [Loss of One Hand or Foot                    | 50% of the Principal Sum]  |
| [Loss of Speech                              | 75% of the Principal Sum]  |
| [Loss of Hearing                             | 50% of the Principal Sum]  |
| [Loss of Hearing in Both Ears                | 75% of the Principal Sum]  |
| [Loss of Thumb and Index Finger of Same Hand | 50% of the Principal Sum]  |

## GENERAL DEFINITIONS

---

Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

**Age** means the age as of Your birthday immediately preceding the date of Your Covered Procedure.

**Company** or **We, Us, Our**, means QBE Insurance Corporation (QBEIC), domiciled in Pennsylvania.

**Covered Accident** means a sudden, unforeseeable event that results, directly and independently of all other causes, in a Covered Loss and meets all of the following conditions:

1. occurs during the performance of the Covered Procedure shown in the *Policy Schedule*;
2. is the sole result of an adverse consequence of that Covered Procedure;
3. results in a Covered Loss; and
4. is not otherwise excluded under the terms of this Policy.

**Covered Procedure** means a surgical procedure, as shown on the *Policy Schedule*, performed on You during the Policy Term.

**He, Him or His** means an individual, male or female.

**Hospital** means an institution that meets all of the following:

1. it is licensed as a Hospital, Ambulatory Surgical Center or Surgical Center pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and
5. it charges for its services.

**Physician** means a licensed health care provider, practicing within the scope of his license, who performs the Covered Procedure and is not:

1. employed by You; or
2. living in Your household; or
3. Your parent, sibling, spouse or child.

**Policyholder** means the individual named on the first page of this policy, who owns and is insured under it. If the person insured under this policy is not legally capable of entering into this policy, ownership rights may be exercised by the person designated, on the application for this policy, to act on the insured person's behalf.

**Policy Term** means the time during which this policy is in force. The Policy Term begins at 12:01 AM on the Policy Effective Date shown on the first page of this policy, at the place where the Your Scheduled Procedure is to be performed, and ends at the conclusion of that procedure.

**You, Your** means the individual named as the Policyholder on the first page of this policy.

## **EFFECTIVE DATE AND TERMINATION PROVISIONS**

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### **Policy Effective Date**

We agree to provide Accident Insurance Benefits described in this Policy in consideration of Your application and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown on this Policy's first page.

### **Change in Policy**

This policy is issued with the Policy Term beginning on the Effective Date specified on the first page, and for the Covered Procedure performed at the location specified in the *Policy Schedule*. You may change the Effective Date, Covered Procedure and/or the location by (a) giving Us written notice before the originally-scheduled Effective date and (b) obtaining Our written approval of the requested change before the changed Effective Date. Upon Our approval, we will provide You with written notice of the revised Effective Date, Covered Procedure and/or and location.

### **Termination of Insurance**

This insurance will end at the end of the Policy Term.

Termination will not affect a claim for a Covered Loss resulting from a Covered Accident that occurs before the the end of the Policy Term. However, in no instance will benefits be payable if the Covered Loss is not

1. incurred before the end of the period specified in the *Accident Indemnity Benefits* section;  
and
2. reported to Us before the end of the period specified in the *Claim Provisions* section .

## EXCLUSIONS

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Benefits will not be paid for any Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following:

- [1. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;]
- [2. any surgical procedure, scheduled or emergency, other than the Covered Procedure named in the *Policy Schedule*, unless (a) it is to correct an adverse outcome resulting from the Covered Procedure or (b) We have agreed, in writing and before the Effective Date, to change the Covered Procedure;]
- [3. any surgical procedure not performed during the Policy Term or at a location other than that shown in the *Policy Schedule* unless We have agreed, in writing and before the proposed changed Effective Date; to a change in Policy Effective Date and/or location of a Covered Procedure;]
- [4. any procedure performed outside the United States or Canada;]
- [5. Your intoxication at the scheduled time of the Covered Procedure, as determined according to the laws of the jurisdiction in which the Covered Accident occurred; or]
- [6. voluntary ingestion of any narcotic, drug, poison, gas or fumes, that You do not disclose to the Hospital and the Physician before Your Covered Procedure, whether or not prescribed by or taken under the direction of a Physician and taken in accordance with the recommended or prescribed dosage.]
- [7. Your failure to comply with any instructions or directions given to You by the Hospital or the Physician upon discharge following Your Covered Procedure; or]
- [8. Your taking medications or receiving treatments without prior knowledge and agreement of your Physician who performed your Covered Procedure, whether or not taken or received at the direction of a physician treating you for any condition unrelated to your Covered Procedure.]

## **CLAIM PROVISIONS**

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### **Notice of Claim**

Written notice of claim must be given to Us within 31 days after a Covered Loss occurs or begins or as soon as reasonably possible. If written notice is not given in that time, the claim will not be invalidated or reduced if it is shown that such notice was given as soon as was reasonably possible. Notice can be given to Us at Our Administrative Office in New York, New York, to such other place as We may designate for the purpose, or to Our authorized agent. Notice should include the Your name, policy number and address.

### **Claim Forms**

We will send claim forms for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written proof of the nature and extent of the loss for which the claim is made.

### **Claimant Cooperation Provision**

Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

### **Proof of Loss**

Written proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If written notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

### **Time of Payment of Claims**

We will pay benefits due under this Policy immediately upon receipt of due written proof of such loss.

### **Payment of Claims**

All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to You or to Your estate.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay up to \$1,000 to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from all liability.

### **Beneficiary**

The beneficiary is the person or persons You name or change on a form You executed and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between You and Us. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary. A beneficiary designation or change will become effective on the date You execute it. However, We will not be liable for any action taken or payment made before We record notice of the change at our Home Office.

If more than one person is named as beneficiary, the interests of each will be equal unless You have specified otherwise. The share of any beneficiary who does not survive You will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if You die while benefits are payable to You, We may make direct payment to the first surviving class of the following classes of persons:

1. Spouse;
2. Child or Children;
3. mother or father;
4. sisters or brothers; or
5. Your estate.

**Physical Examination and Autopsy** We, at Our own expense, have the right and opportunity to examine You when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

**Legal Actions**

No action at law or in equity may be brought to recover under this Policy less than 60 days after written proof of loss has been furnished as required by this Policy. No such action will be brought more than three years after the time such written proof of loss must be furnished.

**Recovery of Overpayment**

If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when You die, We may recover the overpayment from Your estate.

## **GENERAL PROVISIONS**

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### **Entire Contract; Changes**

This Policy, including the application, endorsements, amendments and any attached papers, constitutes the entire contract of insurance. No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached to this Policy. No agent has authority to change this Policy or to waive any of its provisions.

### **Misstatement of Fact**

If You have misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

### **Assignment**

The rights and benefits under this Policy may not be assigned and any attempt to assign will be void.

### **Incontestability**

All statements You made to obtain this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy unless a copy of the instrument containing the statement is, or has been, furnished to You. After three years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

### **Clerical Error**

Your insurance will not be affected by error or delay in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

### **Conformity with Statutes**

Any provisions in conflict with the requirements of any state or federal law that applies to this Policy are automatically changed to satisfy the minimum requirements of such laws.

### **Compensation Insurance**

This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

### **Premiums**

All premiums are expressed in, and all premiums are payable in, United States currency. The premium for this Policy is based upon Your Covered Procedure and amount of insurance in effect for You.

### **Premium Payment**

The premium is due on or before the Policy Effective Date unless You and We agree to another mode of premium payment.

## **ACCIDENT INDEMNITY BENEFITS**

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This Section describes the Accident Indemnity Benefits provided by this Policy. Benefit amounts are shown in the *Policy Schedule*. Please read this and the *Exclusions* section in order to understand all of the terms, conditions and limitations applicable to these benefits.

### **ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS**

#### **Covered Loss**

We will pay the benefit listed in the *Policy Schedule*, if You suffer a Covered Loss resulting directly and independently of all other causes from a Covered Accident. A Covered Loss must occur within the time period immediately following the Covered Accident, as follows:

1. For loss of life or loss of, including loss of use of, one or more limbs, or loss of sight or hearing, within 30 days;
2. For Brain Damage, within 30 days of the Covered Accident if all of the following:
  - a. You require hospitalization for seven days;
  - b. Brain Damage continues for a minimum of 12 consecutive months; and
  - c. a Physician certifies that You are permanently and totally disabled at the end of the 12-month period.

If You sustain more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable.

If a Covered Accident causes Your death, the total of all Benefits We will pay for Accidental Death and any other Covered Losses will not exceed the Principal Sum.

**Definitions** *Any definitions that do not correspond to the Covered Losses shown in the Policy Schedule will be deleted.*

**Loss of a Hand or Foot** means complete Severance through or above the wrist or ankle joint.

**Loss of Sight** means the total, permanent loss of all vision in one eye which is irrecoverable by natural, surgical or artificial means.

**Loss of Speech** means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

**Loss of Hearing** means total and permanent loss of ability to hear any sound which is irrecoverable by natural, surgical or artificial means.

**Quadriplegia** means total and irrecoverable loss of use of both upper and both lower limbs.

**Triplegia** means total and irrecoverable loss of use of three of four limbs.

**Paraplegia** means total and irrecoverable loss of use of both lower limbs or both upper limbs.

**Hemiplegia** means total and irrecoverable loss of use of the upper and lower limbs on one side of the body.

**Uniplegia** means total and irrecoverable loss of use of one upper or one lower limb.]

**Brain Damage** means irreversible permanent and total disability, resulting directly and independently of all other causes from and within 30 days of a Covered Accident. Brain Damage must be treated for a minimum of seven days in a Hospital specializing in treatment of brain injuries, and permanent and total disability must be determined by a Physician.

**Severance** means the complete and permanent separation and dismemberment of the part from the body.



**QBE INSURANCE CORPORATION (QBEIC)**

Administrative Office  
New York, New York 10005

**APPLICATION FOR INDIVIDUAL SPECIFIED ACCIDENT INSURANCE  
Accidental Death and Dismemberment Benefits**

**Part I Proposed Insured**

- a. Full Name of Proposed Insured \_\_\_\_\_
- b. Address \_\_\_\_\_  
Email \_\_\_\_\_ Phone Number \_\_\_\_\_
- c. Will the Proposed Insured own the policy applied for?  Yes  No If No, please provide proposed policy owner's name, address and relationship to Proposed Insured.  
\_\_\_\_\_
- d. Primary Beneficiary Name \_\_\_\_\_ SS# or TIN \_\_\_\_\_  
Contingent Beneficiary Name \_\_\_\_\_ SS# or TIN \_\_\_\_\_  
*If you wish to name more than one primary or contingent beneficiary, please attach a separate page to this application with names and SS or TIN #'s.*

**Part II Coverage Requested**

- a. Benefit Applied For  {\$100,000}  {\$175,000}  {\$250,000}  { \$300,000}
- b. Covered Procedure \_\_\_\_\_  Inpatient  Outpatient  
Name of Second Covered Procedure, if applicable \_\_\_\_\_
- c. Scheduled Date of Covered Procedure \_\_\_\_\_ d. Name of Physician \_\_\_\_\_
- e. Name and Address of Hospital or Surgical facility \_\_\_\_\_  
\_\_\_\_\_

**Part III Personal and Health Information – Proposed Insured**

- a. Date of Birth \_\_\_\_\_ b. Height \_\_\_\_\_ c. Weight \_\_\_\_\_
- d. Have you ever been told by a Physician that you have, or should seek treatment for, any of the following?
 

|  |  |   |
|--|--|---|
| <input type="checkbox"/> Reaction to anesthesia, for you or any family member? | <input type="checkbox"/> Emphysema   | <input type="checkbox"/> Diabetes type 1, 2 or 3                              |
| <input type="checkbox"/> Brain Damage  | <input type="checkbox"/> Hemi-or Paraplegia  | <input type="checkbox"/> Hepatitis  |
| <input type="checkbox"/> Cancer  | <input type="checkbox"/> Cataracts, retinal detachment, macular degeneration or glaucoma | <input type="checkbox"/> Blind, deaf or no speech                             |
| <input type="checkbox"/> Cardiovascular disease, heart attack or stroke        |  | <input type="checkbox"/> No use of extremities – if yes, which ones?<br>_____ |
| <input type="checkbox"/> Atherosclerosis or other circulatory disorders        |  |   |
- None of the above

e. **Have you been informed that you have a terminal condition or illness that has reduced your life expectancy to 12 or fewer months, or do you have a Do Not Resuscitate (DNR) order in effect?**

Yes  No

f. **Has a Physician refused to perform your Covered Procedure due to a pre-existing condition?**

Yes  No

**g. Coverage Limitations**

1. The benefit amount requested above may be reduced for certain Covered Procedures.
2. No policy will be issued and no coverage will be provided if:
  - a. you checked 3 or more of the conditions listed in (d) above, or
  - b. you checked "yes" to (e) or (f) above; or
  - c. your age exceeds the maximum age for your Covered Procedure as of the date it is to be performed; or
  - d. your weight exceeds {650} lb, for bariatric surgery, or {450} lb for any other Covered Procedure.

**Part IV Acknowledgements and Signatures**

a. **Applicant's Acknowledgement** I, the Proposed Insured, or Proposed Policy Owner if the Proposed Insured will not own the policy applied for, declare, to the best of my knowledge and belief, that all statements and answers in this application are true and complete. I understand and agree that (a) this application will form part of any policy issued, (b) no information given to or acquired by any representative of QBEIC will bind it, unless it is in writing on this application, (c) no waiver or modification will bind the Company unless it is in writing and is signed by an executive officer of QBEIC, and (d) no insurance is in effect until this Application has been accepted by QBEIC, whether or not any premium has been submitted with it.

I further understand and acknowledge that I have read the Coverage Limitations above, and have had an opportunity to ask any questions I have about them. I also understand that, if a policy is issued as a result of this Application, (a) its Effective Date and location depend on the scheduled date and location of my Covered Procedure I have provided and (b) coverage is provided only for the Covered Procedure named in Part II (b): therefore I must obtain QBEIC's written approval before the Effective Date, should the Covered Procedure, the date or the location of the Covered Procedure change.

b. **Fraud Warning:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Signed at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
*Signature of Proposed Insured*

\_\_\_\_\_  
*Signed by Licensed Producer*

\_\_\_\_\_  
*Signature of Proposed Policy Owner, if other than Proposed Insured*

\_\_\_\_\_  
*Producer License Number*

## AMENDMENT

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This amendment is attached to and made part of this Policy. It is subject to all of the Policy provisions that do not conflict with its provisions.

Policyholder: {John Q. Smith.}  
Policy Number: {XXX123456}  
Amendment Effective Date: {October 1, 2008}

*This form will be used to accommodate administrative changes to the Policy. Changes included in any amendment will not be outside the scope of variability.*

{The following change is made to the Policy Schedule.

The Name and Address of Hospital where Covered Procedure  
Is to be Performed is changed to:

{St. Francis Medical Center  
1871 Washington Avenue, Jacksonville, FL 32221} }

All other benefits and provisions of the Policy remain the same.

QBE Insurance Corporation



Stephen Fitzpatrick, President



Benefits will not be paid for any Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following:

*The following exclusions will be included or excluded as indicated in the Description of Variability.*

- [1. intentionally self-inflicted Injury, suicide or any attempt thereat while sane or insane;]
- [2. any surgical procedure, scheduled or emergency, other than the Covered Procedure named in the *Policy Schedule*, unless (a) it is to correct an adverse outcome resulting from the Covered Procedure or (b) We have agreed, in writing and before the Effective Date, to change the Covered Procedure;]
- [3. any surgical procedure not performed during the Policy Term or at a location other than that shown in the *Policy Schedule* unless We have agreed, in writing and before the proposed changed Effective Date; to a change in Policy Effective Date and/or location of a Covered Procedure;]
- [4. any procedure performed outside the United States or Canada;]
- [5. Your intoxication at the scheduled time of the Covered Procedure, as determined according to the laws of the jurisdiction in which the Covered Accident occurred; or]
- [6. voluntary ingestion of any narcotic, drug, poison, gas or fumes, that You do not disclose to the Hospital and the Physician before Your Covered Procedure, whether or not prescribed by or taken under the direction of a Physician and taken in accordance with the recommended or prescribed dosage.]
- [7. Your failure to comply with any instructions or directions given to You by the Hospital or the Physician upon discharge following Your Covered Procedure; or]
- [8. Your taking medications or receiving treatments without prior knowledge and agreement of your Physician who performed your Covered Procedure, whether or not taken or received at the direction of a physician treating you for any condition unrelated to your Covered Procedure.]

Benefit levels may be reduced for multiple Covered Procedures and for certain Covered Procedures for which actuarial studies indicate an increased risk. Age limitations apply to certain Covered Procedures. Weight restrictions apply to all Covered Procedures.

**The policy is issued on a single premium basis, which means that you pay the entire premium for the benefit amount you select prior to your Covered Procedure. The policy is not renewable. If you are scheduled for another surgical procedure, you must apply for and have another policy issued to you.**

SERFF Tracking Number: QBEC-126539146 State: Arkansas  
 Filing Company: QBE Insurance Corporation State Tracking Number: 45177  
 Company Tracking Number: 09-219-004-HLTH-AR  
 TOI: H03I Individual Health - Accidental Death & Dismemberment Sub-TOI: H03I.000 Health - Accidental Death & Dismemberment  
 Product Name: Individual Specified Accident Insurance Policy  
 Project Name/Number: /09-219-004-HLTH-AR

## Supporting Document Schedules

|                          |                      | <b>Item Status:</b> | <b>Status Date:</b> |
|--------------------------|----------------------|---------------------|---------------------|
| <b>Satisfied - Item:</b> | Flesch Certification | Approved-Closed     | 03/29/2010          |

**Comments:**

This product will not be offered in a discriminatory way with respect to gender. The attached Guaranty Association Notice and the Right to File a Complaint Notice are both submitted for informational purposes and affirm our compliance with these items.

**Attachments:**

Arkansas GA notice.pdf  
 Right to File a Complaint.pdf  
 Readability Cert.pdf

|                         |             | <b>Item Status:</b> | <b>Status Date:</b> |
|-------------------------|-------------|---------------------|---------------------|
| <b>Bypassed - Item:</b> | Application | Approved-Closed     | 03/29/2010          |

**Bypass Reason:** This is a new application submitted for use with a new product. It is attached to the Form Schedule as required. Please refer to the Form Schedule for this item.

**Comments:**

|                         |                     | <b>Item Status:</b> | <b>Status Date:</b> |
|-------------------------|---------------------|---------------------|---------------------|
| <b>Bypassed - Item:</b> | Outline of Coverage | Approved-Closed     | 03/29/2010          |

**Bypass Reason:** The Outline of Coverage is a new form submitted for use with a new product. It is also attached to the Form Schedule as required. Please refer to the Form Schedule for this item.

**Comments:**

|                          |                     | <b>Item Status:</b> | <b>Status Date:</b> |
|--------------------------|---------------------|---------------------|---------------------|
| <b>Satisfied - Item:</b> | Filing Cover Letter | Approved-Closed     | 03/29/2010          |

**Comments:**

**Attachment:**

Filing Cover Letter.pdf



**LIMITATIONS AND EXCLUSIONS UNDER THE  
ARKANSAS LIFE AND HEALTH INSURANCE  
GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of insured persons who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

**DISCLAIMER**

**The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in the state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.**

**Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.**

**Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.**

**The Arkansas Life and Health Insurance Guaranty Association  
c/o The Liquidation Division  
1023 West Capitol  
Little Rock, Arkansas 72201**

**Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904**

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

## **COVERAGE**

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

## **EXCLUSIONS FROM COVERAGE**

However, persons owning such policies are **NOT** protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does **NOT** provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and expense rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution;
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

## **LIMITS ON AMOUNT OF COVERAGE**

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Guaranty Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

## Right to File a Complaint

Policyholder Service Office of Company: QBE Insurance Corporation

Address: {Wall Street Plaza - 88 Pine Street, 4<sup>th</sup> Floor, New York, NY 10005}

Telephone Number: {(877) 772-6771}

Name of Agent: { }

Address: { }

Telephone Number: { }

If we at QBE Insurance Corporation fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department  
1200 West Third Street  
Little Rock, AR 72201  
(501) 371-2640 or (800) 852-5494

**QBE Insurance Corporation  
Wall Street Plaza  
88 Pine Street, 4th Floor  
New York, NY 10005**

**READABILITY CERTIFICATION**

We, the QBE Insurance Corporation, certify that we have carefully scored the forms listed below, using the Flesch Readability Test, in accordance with applicable readability standards. Each form was scored separately and in its entirety. These scores are set forth below.

| <b>Form Number</b> | <b>Description of Form</b>                              | <b>Score</b> |
|--------------------|---|--------------|
| SAC-09-1000.00     | Individual Specified Accident Insurance Policy          | 50.80        |
| SAC-09-4000.00     | General Amendment                                       | 61.50        |
| SAC-09-5000.04     | Application for Individual Specified Accident Insurance | 52.20        |
| SAC-09-6000.04     | Outline of Coverage                                     | 50.10        |

Signature:



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Name: Steven Fitzpatrick

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Title: President

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Date: March 15, 2010

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**QBE Specialty Insurance**

Wall Street Plaza  
88 Pine Street  
New York, NY 10005  
Phone: 212.422.1212  
Fax: 212.422.1313  
qbe.com

March 15, 2010

Honorable Jay Bradford  
Insurance Commissioner  
Arkansas Insurance Department  
1200 West 3<sup>rd</sup> Street  
Little Rock, AR 72201-1904

**RE: QBE Insurance Corporation NAIC# 796-39217 FEIN # 22-2311816**  
New Product Form Filing  
Individual Specified Accident Insurance Policy  
Forms Submitted:  
Policy Forms SAC-09-1000.26, et al  
General Amendment - Form SAC-09-4000.00  
Application for Individual Specified Accident Insurance - Form SAC-09-5000.04  
Outline of Coverage - Form SAC-09-6000.04  
SERFF Tracking # QBEC-126539146

Dear Commissioner Bradford:

Attached please find the above captioned forms for your Department's review and approval. The captioned forms are new and are not intended to replace any other forms currently approved by your Department. This new product is categorized under the NAIC Uniform Life, Accident and Health, Annuity, Credit Product Coding Matrix TOI H03I; Sub-TOI H03I.000. The forms are currently under review in our domicile state of Pennsylvania.

The following paragraphs provide a brief description of this product.

1. The captioned policy is intended to provide limited benefit insurance coverage to individuals for specified accidents resulting from complications that occur during scheduled, elective, non-traumatic surgical procedures.
2. The policy provides Accidental Death and Dismemberment Benefits, payable as a percentage of the Principal Sum, for specific Covered Losses. The percentage of Principal Sum may be increased or reduced based on the risks connected with the surgical procedure or procedures to be performed. The Table of Covered Losses may be changed in an issued policy to include only Covered Losses tied to the risks associated with the surgical procedure or procedures to be performed.
3. Insurance protection begins on the date of the Covered Procedure and remains in force for the duration of the Covered Procedure.
4. This policy will be issued directly to individuals located in your state who are scheduled to undergo a surgical procedure at a duly licensed hospital, ambulatory surgical center or surgical center. The product will be marketed by licensed producers through the facilities at which the surgical procedures will take place. This product will not be mass-marketed. Patients will also have the option to apply for coverage via the Internet.

The forms themselves, as well as the Description of Variability, note when certain provisions within these forms may be included, deleted or modified, as applicable to a particular issued policy. Variable material indicated by hard brackets ( [ ] ) indicate text that may be included or excluded. Illustrative material is indicated by soft brackets ( { } ). Variable and illustrative information will never be more restrictive than permitted by law.

The referenced policy series form has been written in readable language and is being submitted in final printed format. Printing is subject to changes in ink, paper stock, page numbers, margins, positioning and format. However, printing standards will never be less than that required by law.

An actuarial memorandum is also attached which includes the proposed premium rates for this new product.

We appreciate you taking the time to review this filing and we trust you will find everything in order. If you have any questions or need additional information, please do not hesitate to e-mail me or call me collect.

Sincerely,

*Ron Haughton,*

Unit Leader, Health Product Compliance/Development  
QBE Insurance Corporation

Telephone: Direct: 212.894.7772

Toll-Free: 877.772.6771, extension 7772

E-mail: [ronald.haughton@us.qbe.com](mailto:ronald.haughton@us.qbe.com)

SERFF Tracking Number: QBEC-126539146 State: Arkansas  
 Filing Company: QBE Insurance Corporation State Tracking Number: 45177  
 Company Tracking Number: 09-219-004-HLTH-AR  
 TOI: H03I Individual Health - Accidental Death & Sub-TOI: H03I.000 Health - Accidental Death &  
 Dismemberment Dismemberment  
 Product Name: Individual Specified Accident Insurance Policy  
 Project Name/Number: /09-219-004-HLTH-AR

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

| Creation Date: | Schedule | Schedule Item Name  | Replacement<br>Creation Date | Attached Document(s)               |
|----------------|----------|---------------------|------------------------------|------------------------------------|
| 03/15/2010     | Form     | General Definitions | 03/24/2010                   | SAC-09-1200.00.pdf<br>(Superseded) |

## GENERAL DEFINITIONS

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Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

**Age** means the age as of Your birthday immediately preceding the date of Your Covered Procedure.

**Company** or **We, Us, Our**, means QBE Insurance Corporation (QBEIC), domiciled in Pennsylvania.

**Covered Accident** means a sudden, unforeseeable, external event that results, directly and independently of all other causes, in a Covered Loss and meets all of the following conditions:

1. occurs during the performance of the Covered Procedure shown in the *Policy Schedule*;
2. is the sole result of an adverse consequence of that Covered Procedure;
3. results in a Covered Loss; and
4. is not otherwise excluded under the terms of this Policy.

**Covered Procedure** means a surgical procedure, as shown on the *Policy Schedule*, performed on You during the Policy Term.

**He, Him or His** means an individual, male or female.

**Hospital** means an institution that meets all of the following:

1. it is licensed as a Hospital, Ambulatory Surgical Center or Surgical Center pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis; and
5. it charges for its services.

**Physician** means a licensed health care provider, practicing within the scope of his license, who performs the Covered Procedure and is not:

1. employed by You; or
2. living in Your household; or
3. Your parent, sibling, spouse or child.

**Policyholder** means the individual named on the first page of this policy, who owns and is insured under it. If the person insured under this policy is not legally capable of entering into this policy, ownership rights may be exercised by the person designated, on the application for this policy, to act on the insured person's behalf.

**Policy Term** means the time during which this policy is in force. The Policy Term begins at 12:01 AM on the Policy Effective Date shown on the first page of this policy, at the place where the Your Scheduled Procedure is to be performed, and ends at the conclusion of that procedure.

**You, Your** means the individual named as the Policyholder on the first page of this policy.